



The relief described hereinbelow is SO ORDERED.

Signed December 23, 2020.

A handwritten signature in black ink, appearing to read "H. Mott".

H. CHRISTOPHER MOTT
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

IN RE:

JUAN FRANCISCO SERRANO,

Debtor.

Case No. 20-31229-HCM
Chapter 13

CAPITAL CREDIT, LLC,

Movant,

v.

JUAN FRANCISCO SERRANO,

Respondent.

**AGREED ORDER ON MOTION FOR RELIEF FROM THE AUTOMATIC STAY
AGAINST PROPERTY OF THE ESTATE
PURSUANT TO 11 U.S.C. §362(d)(1), OR IN THE ALTERNATIVE,
FOR ADEQUATE PROTECTION PURSUANT TO 11 U.S.C. §361(1)
(2014 JEEP WRANGLER)**

Came on this day to be considered the Motion for Relief from the Automatic Stay Against
Property of the Estate Pursuant to 11 U.S.C. §362(d), or in the Alternative, for Adequate Protection

Pursuant to 11 U.S.C. §361(1) (2014 Jeep Wrangler) (the “Motion”) filed by Capital Credit, LLC (“Capital Credit”), a secured creditor and party-in-interest in this Chapter 13 proceeding. Capital Credit appeared through its attorneys of record Miranda & Maldonado, P.C. Respondent appeared through his attorney of record Edgar Borrego, Esq. of Tanzy & Borrego Law Offices. Counsel for Parties announced that an agreement had been reached as to the issues contained in the Motion. After consideration of the pleadings and the arguments of Counsel, as well as the Court finding that notice was proper to the necessary parties, this Court is of the opinion that the terms of this Order should be approved and entered.

The Court finds that Capital Credit is Respondent’s secured creditor by being the holder of the following loan and security documents:

a). **2014 Jeep Wrangler Unlimited**. Motor Vehicle Retail Installment Sales Contract and Security Agreement (the “Contract”) dated August 27, 2020 for the purchase-money financing of a 2014 Jeep Wrangler (the “Jeep”). The Contract Texas Certificate of Title reflects Capital Credit as the Lienholder on the Jeep which is attached to the Motion as Exhibit “A”.

IT IS THEREFORE, ORDERED, ADJUDGED, and DECREED that as a condition for Respondent’s post-petition use of the Collateral, Respondent will pay to the Chapter 13 Trustee, and Capital Credit will receive from the Trustee, monthly Adequate Protection payments commencing thirty (30) days of the Petition Date in the fixed amount of **\$300** per month (the “Adequate Protection Payments”) pending confirmation of the Chapter 13 Plan.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that Respondent will maintain full coverage insurance on the Collateral throughout the pendency of his bankruptcy proceeding or until the Collateral is paid in full under the Plan, reflecting Capital Credit as the Loss Payee as a condition and form of adequate protection.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that Respondent will provide proof of insurance coverage on the Collateral reflecting a minimum deductible of \$500 within fifteen (15) days of the date of the entry of this Agreed Order.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that Capital Credit may recover from Respondent under his Plan its attorney's fees in the amount of \$600 incurred in preparing and prosecuting this Motion with such fees to be paid by the Chapter 13 Trustee as an administrative priority claim without interest.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that in the event Respondent fails to tender any monthly Plan payment to the Chapter 13 Trustee so that Capital Credit fails to receive its adequate protection payment, then the automatic stay shall terminate as to Capital Credit without any further notice or order of this Court.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that in the event Respondent fails to obtain adequate insurance coverage naming Capital Credit as the Loss Payee and Lienholder with a deductible of no more than \$500, then the automatic stay shall terminate as as to Capital Credit without any further notice or order of this Court.

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that this Order will remain binding and survive upon conversion to any Chapter of the Bankruptcy Code, including proceedings under Chapters 7 or 11.

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ORDER SUBMITTED BY:

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Agreed as to Form:

/s/ Carlos A. Miranda

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